

- (a) After the effective date of this Appendix, SWBT shall permit AT&T to view specified poles, ducts, conduits, and rights-of-way on a pre-occupancy basis. Nothing contained in this section shall preclude AT&T from visually inspecting SWBT's poles, ducts, conduits, or rights-of-way from any vantage point lawfully accessible to AT&T without SWBT's permission.
- (b) AT&T shall not enter any SWBT manhole for the purpose of performing a pre-occupancy inspection without complying with all applicable requirements set forth in Article 6 of this Appendix, including but not limited to the provisions of Section 6.11 relating to the opening of manholes.

ARTICLE 8: POLE, DUCT, AND CONDUIT SPACE ASSIGNMENTS

8.01 Selection of Space. SWBT must allow AT&T to select the space AT&T will occupy on poles or in conduit systems based upon the same criteria SWBT applies to itself and must provide AT&T information about the network guidelines and engineering protocols used by SWBT in determining the placement of facilities on poles and in conduits. In conduit systems owned or controlled by SWBT, maintenance ducts (as defined in Section 3.19) shall not be considered available for AT&T's use except as specifically provided elsewhere in this Appendix. All other ducts, inner ducts, sub-ducts, and partitioned conduits which are not assigned or occupied shall be deemed available for use by SWBT, AT&T, and third parties.

8.02 Pole, Duct, and Conduit Space Assignments. Pole, duct, and conduit space selected by AT&T shall be assigned to AT&T as provided in this section. Information received by SWBT in connection with this section shall be subject to the provisions of Article 26 of this Appendix (Confidentiality of Information).

- (a) On receipt of AT&T's application for a pole attachment or conduit occupancy license, pole, duct, and conduit space selected by AT&T shall be assigned to AT&T for a pre-occupancy period not to exceed 12 months, beginning with the date of such assignment. The assignment and date of assignment shall be recorded in the appropriate SWBT records. If such space has been provisionally assigned to AT&T as authorized below in subsection (b), the 12-month pre-occupancy assignment period shall begin on the date the provisional assignment is recorded in SWBT's records or the date of SWBT's receipt of AT&T's notice, whichever date first occurs.
- (b) SWBT shall, within 60 days after the effective date of this Appendix, adopt interim procedures which will enable pole, duct, and conduit space to be provisionally assigned to AT&T and other applicants

prior to the submission of formal applications required pursuant to Section 9.02 of this Appendix. The interim procedures shall apply, on a nondiscriminatory basis, to SWBT as well as to AT&T and other applicants. SWBT may, on 60 days advance notice to AT&T, revise such interim procedures if such procedures prove to be unworkable, in which event AT&T may challenge SWBT's decision to revise such interim procedures in accordance with procedures available to AT&T under applicable federal and state laws and regulations. The procedures shall enable AT&T and other applicants, by written notice, to advise SWBT of their intent to occupy unassigned space which appears, from SWBT's records, to be available for assignment. Upon receipt of such notice, SWBT shall provisionally assign the space selected by AT&T or such other applicant by recording the assignment on the appropriate SWBT records, which records shall be available for inspection as provided in Section 7.03 of this Appendix. Space provisionally assigned to AT&T or such other applicant shall not be available for assignment to any other person or entity, including SWBT. Notwithstanding such provisional assignment, AT&T shall not occupy such space without first obtaining a license except as provided in Section 8.03 of this Appendix. The following additional requirements shall apply.

- (1) Before sending SWBT a notice of its intent to occupy unassigned space, AT&T shall make a good faith determination that it actually plans to occupy such space. The assignment process shall not be used by either party for the purpose of holding or reserving space which such party does not plan to use or for the purpose of precluding SWBT or any other person or entity from utilizing or having access to SWBT's poles, ducts, conduits, or rights-of-way.
- (2) With respect to unassigned conduit occupancy space, the notice must include all information required to enable SWBT and joint users, including other persons or entities which may from time to time seek space in the same ducts and conduits, to determine the specific space which AT&T desires to occupy. The notice must, therefore, include, at a minimum, the following information:
 - (i) the specific conduit sections, and each manhole, to be occupied;
 - (ii) the number of ducts, and number of inner ducts, to be occupied by AT&T within each conduit section;

- (iii) the physical size (diameter) of the cables to be placed in such duct, if known, or the maximum and minimum sizes of the cables which may be placed if more than one size cable is being considered for the space to be occupied;
 - (iv) the anticipated use by AT&T of any infrequent construction techniques and connectivity solutions under Section 6.03 to avoid high or unusual expenditures; and
 - (v) AT&T's best estimates of the dates when AT&T plans to begin and complete construction at the sites specified in the notice.
 - (vi) if applicable, a statement that AT&T intends to occupy the space before the issuance of a license, as provided in Section 8.03.
- (3) With respect to unassigned pole space, such notice must include all information required to enable SWBT and other joint users, including other persons or entities seeking space on the same poles, to determine the specific space which AT&T desires to occupy. The notice must, therefore, include, at a minimum, the following information:
- (i) the specific poles to be occupied;
 - (ii) the specific space on each pole to be occupied, including the height (distance from the ground) of the attachment and the side (road or field) where the attachment is to be made;
 - (iii) the anticipated number and types of cables to be attached, together with the anticipated physical size (diameter) and weight (weight per foot) of such cables and the anticipated number and types of strands, if any, to be used to support the cables, such information to be sufficient to give notice to SWBT and other joint users of the remaining space on the pole available and what make-ready work may be required of subsequent applicants as a result of the provisional assignment of space to AT&T;
 - (iv) the anticipated use by AT&T of any infrequent construction techniques and connectivity solutions under Section 6.03 to avoid high or unusual expenditures; and

- (v) AT&T's best estimates of the dates when AT&T plans to begin and complete construction at the sites specified in the notice.
 - (vi) if applicable, a statement that AT&T intends to occupy the space before the issuance of a license, as provided in Section 8.03.
- (4) Within 30 days after giving such notice, AT&T shall file an application under Section 9.02 or the provisional assignment shall lapse.
- (5) As stated in Section 7.03(c), SWBT does not represent that its records accurately reflect the information necessary to enable AT&T to rely upon a records-based assignment process. SWBT shall have no duty to verify that space provisionally assigned pursuant to this subsection is actually available until AT&T has formally applied for the space and SWBT has completed the pre-license survey.
- (c) Assignments made prior to the issuance of a license shall be provisional assignments and shall be subject to modification if it is subsequently determined that the space selected by or assigned to AT&T is already occupied or that a different assignment is required to comply with SWBT's standards for assigning pole, duct, and conduit occupancy space.
- (d) AT&T's obligation to pay semi-annual pole attachment or conduit occupancy fees shall commence from the date the assignment (including any provisional assignment made pursuant to subsection (b)), is recorded in the appropriate SWBT records.
- (e) During the 12-month assignment period following the date space is assigned to AT&T and entered into the appropriate SWBT record, SWBT shall not occupy or use such space without AT&T's permission, shall not assign such space to any party other than AT&T, and shall not knowingly permit any party other than AT&T to occupy or use such space without AT&T's permission except as otherwise specifically provided in this Appendix. The assignment to AT&T shall automatically lapse 12 months after the date the assignment has been entered into the appropriate SWBT record if AT&T has not occupied such assigned space within such 12-month period; provided, however, that if AT&T's failure to occupy the space within such 12-month period results from SWBT's failure to perform make-ready work on schedule, the parties shall negotiate a single extension of the

assignment period, which extension shall not extend the assignment period beyond three months from the date of completion of SWBT's make-ready work. Assignments to third parties shall be subject to the same rules applicable to AT&T under this subsection.

- (f) If SWBT assigns pole, duct, or conduit space to itself, such assignment shall automatically lapse 12 months after the date the assignment has been entered into the appropriate SWBT record if SWBT has not occupied such assigned space within such 12-month period.
- (g) If capacity expansions, make-ready work, or facilities modifications on any pole, duct, or conduit are required due to the assignment of space to AT&T or SWBT under this section, the party to whom such space has been assigned shall reimburse the person or entity incurring the costs for such capacity expansions, make-ready work, or facilities modifications if the party to whom such space has been assigned fails to occupy the assigned space within the 12-month assignment period.
- (h) Except as provided in subsection (e) above, assignments shall not be extended, renewed, or sequentially repeated in any manner (other than by actual occupancy) that enables AT&T, SWBT, or any third party to preclude access by others to unused pole attachment or conduit occupancy space for any period greater than 12 months after the date of initial assignment.
- (i) At AT&T's election, AT&T may file an application for access which specifically requests that the space sought by AT&T not be assigned to AT&T immediately and not be recorded immediately in the SWBT records available for inspection by other telecommunications carriers, cable television systems, or other providers of telecommunications services under Section 7.03 of this Appendix. In that event, the space sought by AT&T will remain available for assignment, without restriction, until such time as such space is assigned to AT&T in accordance with AT&T's written instructions and the assignment is recorded in the records available for inspection under Section 7.03, and SWBT will respond to the application as provided in Section 10.01. The assignment shall be made no later than the date of issuance to AT&T of a license confirming that AT&T has the right to occupy the space described in the license. In the event that AT&T elects to proceed under this subsection, AT&T's obligation to pay pole attachment and conduit occupancy fees shall not commence until the date the assignment is recorded in the appropriate SWBT records and AT&T shall bear all risks associated with the possibilities that (1) the space sought by AT&T will be assigned to and occupied by

another person or entity or (2) circumstances will occur which may require that SWBT reevaluate AT&T's application and repeat the field inspection portion of the pre-license survey at AT&T's expense.

8.03 Immediate Occupancy. SWBT shall, within 60 days after the effective date of this Appendix, adopt interim procedures which will provide AT&T the ability to attach or place facilities on or in SWBT's poles, ducts, conduits, and rights-of-way on an immediate basis when such space is available for AT&T's use and no make-ready work or infrequent construction techniques or connectivity solutions are required. SWBT may, on 60 days advance notice to AT&T, revise such interim procedures if they prove to be unworkable, in which event AT&T may challenge SWBT's decision in accordance with procedures available to AT&T under applicable federal and state laws, regulations, and commission orders. The special procedures established under this section shall supplement, rather than replace, the regular assignment and licensing procedures set forth in Articles 8-10 of this Appendix, are intended to be used only under special circumstances (e.g., when the regular procedures allow insufficient time to meet customer service commitments or resolve non-routine construction or network contingencies), shall not be used on a routine basis, and shall be consistent with subsections (a)-(g) below.

- (a) Upon giving SWBT the notice required by this subsection, AT&T may immediately occupy space assigned or provisionally assigned to AT&T pursuant to Section 8.02 of this Appendix. The notice shall be contained in either a notice of intent to occupy as provided in Section 8.02(b) or a license application under Section 9.02. AT&T shall not give such notice or occupy such space without first reviewing SWBT's records and determining that the records reflect that the space sought is available.
- (b) AT&T shall not occupy space which has not been assigned or provisionally assigned to AT&T. The assignment must be recorded on the appropriate SWBT records, as provided in Section 8.02, prior to AT&T's occupancy. If AT&T subsequently determines that the records are inaccurate and that the space assigned to AT&T is not available, or that the space assigned is not suitable for AT&T's intended use, AT&T (1) shall not occupy other space on the pole or in the duct or conduit without first obtaining an assignment or provisional assignment of the space which AT&T will occupy (except that AT&T may occupy the next available space if the assigned space is not suitable for AT&T's use, if AT&T's review of SWBT's records revealed at least one other available duct, and provided that AT&T will bear the risk that the next available space has been assigned to another party, and that AT&T will file a notice of intent to occupy or application for the duct used within 24 hours showing the reason for the use of the next available space) and (2) shall immediately notify

SWBT in writing that it no longer intends to occupy the space earlier assigned and is releasing the assignment.

- (c) Nothing in this section authorizes AT&T to place its facilities on or in any pole, duct, or conduit space already occupied by the facilities of SWBT or a third party, even if the presence of such facilities is not reflected on SWBT's records.
- (d) Nothing in this section authorizes AT&T, without first obtaining SWBT's written authorization, to (1) place its facilities on any pole or in any duct or conduit that requires make-ready work (other than third-party make-ready work arranged directly by AT&T) or (2) utilize any infrequent construction technique or connectivity solution described in Section 6.03.
- (e) If AT&T has not done so already, within 24 hours after occupying space pursuant to this section, AT&T will submit to SWBT an application for the space occupied as provided in Section 9.02 of this Appendix. The application may be submitted by fax.
- (f) AT&T will bear all risks resulting from the possibility that assigned space which appears from the records to be available is not available or in suitable condition to be used by AT&T and shall indemnify, on request defend, and hold SWBT harmless from any injury, loss, or damage, including but not limited to third-party claims, resulting from AT&T's occupancy of space in violation of this section.
- (g) If AT&T has occupied space pursuant to this section, the field inspection portion of the pre-license survey may, with reasonable cause, include an inspection of AT&T's facilities to determine whether such facilities are in compliance with the specifications of Article 6 and other provisions of this Appendix. SWBT will not, without due cause and justification, repeat pre-occupancy survey work performed by AT&T.

ARTICLE 9: APPLICATIONS AND PRE-LICENSE SURVEYS

9.01 Licenses Required. Except as otherwise specifically permitted in this Appendix, AT&T shall apply in writing for and receive a license before attaching facilities to specified SWBT poles or placing facilities within specified SWBT ducts or conduits. License applications and information received by SWBT in connection with such applications shall be subject to the provisions of Article 26 of this Appendix (Confidentiality of Information).

9.02 Application Form. To apply for a pole attachment or conduit occupancy license under this Appendix, AT&T shall submit to SWBT two signed copies of the appropriate application forms. SWBT represents that the forms specified in subsections (a) and (b) are forms in use prior to the effective date of this Appendix and that SWBT plans to revise such forms to conform to the provisions of this Appendix and to streamline the application process. The parties therefore agree that the forms specified in subsections (a) and (b) shall be interim forms only.

- (a) To apply for a pole attachment license, AT&T shall submit to SWBT two signed copies of SWBT's Form SW-9433 ("Application and Pole Attachment License") together with completed Forms SW-9433-1 ("Pole, Anchor and Guy Strand Details") and SW-9433-2 ("Application Survey Data"). An application for a pole attachment license shall not be complete or subject to processing by SWBT until these forms have been submitted to SWBT; provided, however, that such forms shall be deemed to be substantially complete if they contain the information specified in subsections (c)-(h) below, as applicable. Copies of Forms SW-9433, SW-9433-1, and SW-9433-2 are attached to this Appendix as parts of Exhibit III. SWBT reserves the right to change the format and content of these forms upon 60 days notice in writing to AT&T.
- (b) To apply for a conduit occupancy license, AT&T shall submit to SWBT two signed copies of SWBT's Form SW-9435 ("Application and Conduit Occupancy License") together with completed Forms SW-9435-1 ("Conduit System Diagram"), SW-9435-2 ("Cable to Occupy Conduit"), and SW-9435-3 ("Equipment Housings to be Placed in Manholes"). An application for a conduit occupancy license shall not be complete or subject to processing by SWBT until these forms have been submitted to SWBT; provided, however, that such forms shall be deemed to be substantially complete if they contain the information specified in subsections (c)-(g) below, as applicable. Copies of Forms SW-9435, SW-9435-1, SW-9435-2, and SW-9435-3 are attached to this Appendix as parts of Exhibit III. SWBT reserves the right to change the format and content of these forms upon 60 days notice in writing to AT&T.

- (c) Each application for a license under this Appendix shall include, at a minimum, the following information:
 - (1) the poles, ducts, and conduits (including all manholes) along AT&T's proposed route to or within which AT&T desires to attach or place its facilities;
 - (2) a description of the facilities to be attached to SWBT's poles and a description of the facilities to be placed within each component of SWBT's conduit system (including but not limited to ducts, conduits, manholes, and handholes) along the proposed route; and
 - (3) for poles, the proposed points of attachment.
- (d) Facilities descriptions which apply to multiple pole attachments or conduit occupancies need only be described once on any form. Facilities descriptions shall include, at a minimum, the following information:
 - (1) the number and types of cables, including the physical size (diameter) and weight (weight per foot);
 - (2) the number and types of strands, if any, which will be used to support the cables, including the rated holding capacity expressed in thousand pound increments (e.g., 2.2M) of such strands; and,
 - (3) sufficient information to identify and describe the physical characteristics (size, dimensions, and weight) of apparatus enclosures and other facilities to be attached to SWBT's poles or placed in SWBT's conduit system.
- (e) When it appears to AT&T that capacity expansions, make-ready work, or other facilities modifications may be required to accommodate AT&T's access requests, AT&T shall describe the make-ready work or facilities modifications which AT&T proposes. AT&T shall also describe its intent to use any infrequent construction techniques or connectivity solutions under Section 6.03 to avoid high or unusual expenditures and its reasons for the use of such techniques or solutions.
- (f) AT&T acknowledges that the poles along a particular pole line or route may include poles owned by firms (such as electric utilities)

other than SWBT, that it may be necessary for SWBT to rearrange its facilities or perform other make-ready work on poles other than poles it owns or controls in order to accommodate AT&T's request for access to SWBT's poles and that, at the time an application is submitted, it may be difficult for AT&T to determine with certainty whether a particular pole is owned or controlled by SWBT or by another entity. Accordingly, the application shall, to the extent feasible, identify all poles utilized by SWBT (without regard to ownership) along AT&T's proposed route.

- (g) Each application for a license under this Appendix shall be accompanied by a construction schedule showing AT&T's projected dates for beginning and completing construction at the sites specified in the application. Information on this schedule may be used by SWBT's engineering and outside plant construction personnel in scheduling work required to process AT&T's applications and scheduling such capacity expansions, make-ready work, and facilities modifications, if any, as may be necessary to accommodate AT&T's facilities.
- (h) If AT&T has occupied or intends to occupy the space before the issuance of a license, the application shall include a statement that AT&T has already occupied the space or intends to occupy the space immediately pursuant to Section 8.03.

9.03 Cooperation in the Application Process. The orderly processing of applications submitted by AT&T and other firms seeking access to SWBT's poles, ducts, conduits, and rights-of-way requires good faith cooperation and coordination between SWBT's personnel and personnel acting on behalf of AT&T and other firms seeking access. The parties therefore agree to the following transitional procedures which shall remain in effect during the term of this Appendix unless earlier modified by mutual agreement of the parties.

- (a) Before submitting a formal written application for access to SWBT's poles, ducts, conduits, and rights-of-way, the firm submitting the application shall make a good faith determination that it actually plans to attach facilities to or place facilities within the poles, ducts, conduits, or rights-of-way specified in the application. Applications shall not be submitted for the purpose of holding or reserving space which the applicant does not plan to use or for the purpose of precluding SWBT or any other provider of telecommunications services from using such poles, ducts, conduits, or rights-of-way.
- (b) AT&T shall only submit applications for access to poles, ducts, conduits, and rights-of-way which it plans to use within one year

following the date access is granted and will use its best efforts to submit applications in an orderly manner in accordance with AT&T's needs. If AT&T contemplates the need to submit more than 10 applications within any 45-day period with respect to poles, ducts, conduits, and rights-of-way within the territory of any single SWBT construction district, AT&T shall give SWBT advance notice as promptly as is reasonably practicable.

- (c) No more than 300 poles shall be the subject of any single pole attachment license application.
- (d) No more than 20 manholes shall be the subject of any single conduit occupancy license application.

9.04 AT&T's Priorities. When AT&T has multiple applications on file within a single SWBT plant construction district, AT&T shall, at SWBT's request, designate its desired priority of completion of pre-license surveys, capacity expansions, make-ready work, and facilities modifications with respect to all such applications.

9.05 Pre-license Survey. A pre-license survey (including a review of records and field inspection, if necessary) will be completed by SWBT after AT&T has submitted its written license application as specified in Section 9.02 of this Appendix. SWBT will not, without due cause and justification, repeat pre-occupancy survey work performed by AT&T.

- (a) The field inspection portion of the pre-license survey, which includes the visual inspection of existing pole and conduit facilities, shall be performed by SWBT or its authorized representative. The parties contemplate that the primary purpose of the field inspection will be to enable SWBT to the capacity expansions, make-ready work and facilities modifications, if any, necessary to accommodate AT&T's facilities and to estimate the costs associated with such capacity expansions, make-ready work and facilities modifications. SWBT may dispense with the field inspection if it appears that the information necessary to process AT&T's license application is already available from existing sources, including the application forms and such other information as may be available to SWBT.
- (b) The administrative processing portion of the pre-license survey (which includes processing the application and reviewing records) will be performed by SWBT.
- (c) Before performing any portion of the pre-license survey, SWBT shall obtain AT&T's written authorization to perform such work.

Authorization may be given, when possible, when the application is submitted.

**ARTICLE 10: ISSUANCE AND DENIAL OF LICENSES
(INCLUDING CAPACITY EXPANSIONS, MAKE-READY WORK,
AND FACILITIES MODIFICATIONS)**

10.01 Response Within 45 Days. Within 45 days of AT&T's submission of a license application pursuant to Section 9.02 of this Appendix, or within such other period of time as may be mutually agreed upon in writing by the parties, SWBT shall respond to the application. The response shall state whether the application is being granted or denied. If denial is anticipated, or if SWBT personnel involved in the processing of AT&T's request for access become aware of hazardous materials or toxic substances at the site, SWBT shall promptly advise AT&T of the anticipated denial and shall, at AT&T's request, discuss alternatives to denial and issues associated with the presence of such hazardous materials or toxic substances. SWBT will notify AT&T of known environmental hazards at the site within 20 days of AT&T's submission of an application.

- (a) If access is granted, SWBT shall, no later than 45 days after AT&T's submission of the license application, further advise AT&T in writing what capacity expansions, make-ready work, or facilities modifications, if any, will be required to prepare SWBT's pole or conduit facilities and provide AT&T an estimate of charges for such capacity expansions, make-ready work, or facilities modifications.
- (b) If access is denied, SWBT will confirm the denial in writing by the 45th day after the receipt by SWBT of AT&T's completed application. The denial of access shall be specific, shall include all relevant evidence and information supporting the denial, and shall explain how such evidence and information relates to a denial of access for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. If AT&T in its completed application sets forth in writing specific proposals for expanding capacity, the denial statement shall specifically address such proposals.
- (c) AT&T agrees that if, at any time prior to the 45th day, it has determined that it no longer seeks access to specific poles, ducts, or conduit facilities, AT&T shall promptly withdraw or amend its application.
- (d) Notwithstanding the 45-day deadline, SWBT will, pursuant to Section 8.03 of this Appendix, make available to AT&T for immediate occupancy any pole, duct, or conduit space which is not currently

assigned, not designated as a maintenance duct, and not subject to applicable make-ready requirements. Availability determinations will be based on the appropriate SWBT records to be maintained by SWBT and made available for viewing by AT&T as provided in Section 7.03 of this Appendix.

10.02 Contractual Obligation to Construct or Modify Facilities; Capacity Expansions. The parties agree that SWBT may grant access subject to AT&T's approval of such make-ready work or facilities modifications as may be required to expand capacity to accommodate AT&T's request, in which event AT&T shall either accept such conditions, initiate good faith negotiations to explore other potential accommodations, or withdraw its request for access. If SWBT does not offer to expand capacity and denies AT&T's request for access, SWBT shall promptly notify AT&T of such determination as provided in section 10.01(b). SWBT shall not deny AT&T's request for access on lack of capacity grounds when capacity can be expanded as provided in this Section and in Section 6.03 of this Appendix dealing with infrequent construction techniques and connectivity solutions:

- (a) SWBT agrees to modify its outside plant facilities to the extent that AT&T agrees to pay for the modification at cost, as long as such modifications are consistent with capacity, safety, reliability, and engineering considerations which SWBT would apply to itself if the work were performed for SWBT's own benefit. SWBT may recover from AT&T the costs of modifying its outside plant facilities for AT&T's space. SWBT may not require payment of the full amount in advance. AT&T will pay half of the contractors' costs after 50% completion of work, and the remainder at completion.
- (b) SWBT will, at its expense, install inner-duct in a timely manner to accommodate AT&T's space needs in accordance with the same time interval SWBT provides to itself. If SWBT's interval for beginning or completing make-ready work does not meet AT&T's needs, AT&T, as an authorized contractor, may perform the inner-duct installation itself or arrange for the work to be performed by an authorized contractor selected by AT&T from a list, jointly developed by AT&T and SWBT, of mutually agreed contractors qualified to perform such work. When inner duct is installed in SWBT's conduit system by AT&T or an authorized contractor selected by AT&T, SWBT shall provide the inner-ducting materials to be installed and AT&T shall bear all other installation expenses. AT&T shall give SWBT sufficient advance notice of the materials needed to enable SWBT to provide such materials to AT&T on a timely basis. AT&T shall return all unused materials, including unused inner duct and reels, to SWBT or purchase them from SWBT. Inner duct installed by AT&T or an authorized contractor selected by AT&T shall be

installed in accordance with the same standards and practices which would be followed if the inner duct were being installed by SWBT or SWBT's contractors. AT&T will indemnify SWBT for any damages resulting from the installation of inner duct by AT&T or any authorized contractor selected by AT&T to install inner duct under this subsection. AT&T shall not arrange for inner duct installation to be performed under this section by subcontractors who are not authorized contractors.

- (c) SWBT shall, at its expense, remove cables that are retired or inactive (dead) to free-up requested duct and pole space, provided that such removal is reasonably feasible (i.e. cable pulls easily without incident). If a section of cable is "frozen" in a duct and would require excavation to remove, AT&T, at its option, may request that SWBT excavate the obstruction. In the alternative, AT&T may (as an authorized contractor) excavate the obstruction itself or arrange for the work to be performed by an authorized contractor selected by AT&T from a list, jointly developed by AT&T and SWBT, of mutually agreed contractors qualified to do such work. Such excavations will be at AT&T's expense; removal of the remainder of the cable will be at SWBT's expense. AT&T shall not conduct conduit excavation activities in any manner which jeopardizes or degrades the integrity of SWBT's structures. AT&T shall indemnify SWBT under the Terms and Conditions of the Agreement for injuries or damages that are the result of the performance of excavation work under this subsection by AT&T or any authorized contractor selected by AT&T.

10.03 Issuance of Licenses and Immediate Access When No Make-ready Work is Required. If SWBT determines that no make-ready work is necessary to accommodate AT&T's facilities, SWBT will issue a license without performing make-ready work and pole attachment or conduit occupancy space will be made available to AT&T for immediate occupancy. Immediate occupancy prior to the issuance of a license shall be governed by Section 8.03.

10.04 Performance of Make-ready Work. Except as otherwise specifically provided in this section, make-ready work shall be performed by SWBT or by contractors, subcontractors, or other persons acting on SWBT's behalf and shall be performed by SWBT in accordance with the same time intervals which would be applicable if SWBT were performing the work for itself.

- (a) AT&T and SWBT will mutually establish and maintain a list of authorized contractors who may be selected by AT&T to perform make-ready work when SWBT's interval for beginning or completing such make-ready work does not meet AT&T's needs.

- (b) If SWBT's interval for beginning or completing make-ready work does not meet AT&T's needs, AT&T may perform the make-ready work itself or arrange for the work to be performed by an authorized contractor selected by AT&T from a list of mutually agreed authorized contractors, or request that SWBT perform the work on an expedited basis.
- (c) From time to time, additional contractors, subcontractors or other vendors may be approved by AT&T and SWBT to perform make-ready work in the event that the workload exceeds the capacity of the authorized contractors on the approved list to perform the make-ready work in a timely manner.
- (d) Make-ready work performed by AT&T, by an authorized contractor selected by AT&T, or by a contractor, subcontractor, or other vendor jointly approved by the parties under subsection (c) shall be performed in accordance with SWBT's specifications and in accordance with the same standards and practices which would be followed if such excavation work were being performed by SWBT or SWBT's contractors.
- (e) Nothing contained in this section authorizes AT&T, any authorized contractor selected by AT&T, or any other person acting on AT&T's behalf to consolidate SWBT's cables.

10.05 Make-ready Work. If SWBT determines that make-ready work will be necessary to accommodate AT&T's facilities, SWBT shall promptly notify AT&T of the make-ready work proposed to enable the accommodation of AT&T's facilities.

- (a) The notice shall be given in writing no later than 45 days after the receipt by SWBT of AT&T's completed application pursuant to Section 10.01 of this Appendix or within such other period of time as may be mutually agreed upon in writing by the parties.
- (b) The notice will include SWBT's estimate of make-ready charges, SWBT's estimated date for beginning make-ready work, and SWBT's estimated date for make-ready completion, all of which shall be stated on a form similar in structure to SWBT Form SW-9434 ("Authorization for Pre-license Survey or Make-Ready Work"), a copy of which is attached hereto as part of Exhibit III.
- (c) AT&T shall have 20 days (the "acceptance period") after receiving SWBT's estimate of make-ready charges to authorize completion of the make-ready work proposed by SWBT or to advise SWBT of its

willingness to perform the proposed make-ready work itself. If AT&T advises SWBT that it is willing to perform the make-ready work proposed by SWBT in accordance with SWBT's plans and specifications, SWBT, will not, without due cause and justification, refuse to accept AT&T's offer to perform the work. Authorization shall be accomplished by AT&T's signing the estimate and returning it to SWBT within the 20-day acceptance period.

- (d) Within the 20-day acceptance period, the parties may negotiate modifications of the make-ready work to be performed. If the parties reach agreement through negotiation, a new estimate shall be prepared and authorization shall be accomplished by AT&T's signing the revised estimate and returning it to SWBT within the original 20-day acceptance period, or within such period of time as may be mutually agreed upon by the parties.
- (e) If AT&T does not sign and return the estimate within the 20-day acceptance period, or within such other period of time as may be mutually agreed upon in writing by the parties, AT&T shall notify SWBT in writing by the 20th day whether AT&T is withdrawing its application, electing to perform the make-ready work itself as provided in subsection (c), or electing to treat SWBT's make-ready requirements as a denial of access.
 - (1) If no such notice is given by the 20th day, or such later date as may be mutually agreed upon by the parties, SWBT shall contact AT&T to determine whether AT&T intends to withdraw its application. AT&T shall be deemed to have withdrawn its application if, in response to SWBT's inquiry, AT&T does not immediately sign and return the estimate to SWBT.
 - (2) If AT&T timely advises SWBT that it is electing to treat SWBT's make-ready requirements as a denial of access, SWBT shall, within 20 days after receiving the notice, provide AT&T with a written statement explaining its decision to grant access only if the specified make-ready work is performed. The statement shall be specific, shall include all relevant evidence and information supporting SWBT's decision to grant access only if the specified make-ready work is performed, and shall explain how such evidence and information relates to SWBT's decision for reasons of lack of capacity, safety, reliability, or generally applicable engineering purposes. The statement shall also set forth the basis for SWBT's make-ready proposals and specifically address SWBT's rationale for rejecting AT&T's alternative written proposals, if any.

10.06 Multiple Applications. Applications shall be processed on a first-come, first-served basis. Applications filed on the same date shall be treated as having been filed simultaneously and shall be processed accordingly.

10.07 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. AT&T shall make arrangements with the owners of other facilities attached to SWBT's poles or occupying space in SWBT's conduit system regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the attachment or placement of AT&T's facilities to or in SWBT's poles, ducts, and conduits.

10.08 Reimbursement for the Creation or Use of Additional Capacity. AT&T acknowledges that as a result of make-ready work performed to accommodate AT&T's facilities, additional capacity may become available on SWBT's poles or in its conduit system. In such event, AT&T shall not have any preferential right to utilize such additional capacity in the future and shall not be entitled to any pole attachment and occupancy fees which may subsequently be paid to SWBT for the use of such additional capacity by any joint user.

10.09 License and Attachment. After all required make-ready work is completed, SWBT will execute and return to AT&T a license confirming that AT&T may attach the specified facilities to SWBT's poles or place specified facilities in SWBT's conduit system. AT&T shall have access to attach or place only those facilities specifically described in the license, and no others.

ARTICLE 11: CONSTRUCTION OF AT&T'S FACILITIES

11.01 AT&T's Responsibilities for Attaching and Placing Its Facilities. AT&T shall be responsible for the actual attachment of its facilities to SWBT's poles and the actual placement of its facilities in SWBT's ducts, conduits, and rights-of-way and shall be solely responsible for all costs and expenses incurred by it or on its behalf in connection with such activities. In this regard, AT&T shall be solely responsible for (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and attachment of AT&T's facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way.

11.02 Construction Schedule. After the issuance of a license, AT&T shall provide SWBT with an updated construction schedule and shall thereafter keep SWBT informed of anticipated changes in the construction schedule. Construction schedules required by this section shall include, at a minimum, the following information:

- (a) the name, title, business address, and business telephone number of the manager responsible for construction of the facilities;
- (b) the names of each contractor and subcontractor that will be involved in the construction activities;
- (c) the estimated dates when construction will begin and end; and
- (d) the approximate dates when AT&T or personnel working on AT&T's behalf will be performing construction work in connection with the attachment of AT&T's facilities to SWBT's poles or the placement of AT&T's facilities in any part of SWBT's conduit system.

ARTICLE 12: USE AND ROUTINE MAINTENANCE OF AT&T'S FACILITIES

12.01 Use of AT&T's Facilities. Each license granted under this Appendix authorizes AT&T to have access to AT&T's facilities on or within SWBT's poles, ducts, and conduits as needed for the purpose of serving AT&T's customers.

12.02 Routine Maintenance of AT&T's Facilities. Each license granted under this Appendix authorizes AT&T to engage in routine maintenance of facilities located on or within SWBT's poles, ducts, and conduits pursuant to such license. Routine maintenance does not include the replacement or modification of AT&T's facilities in any manner which results in AT&T's attachments differing substantially in size, weight, or physical characteristics from the attachments described in AT&T's license.

12.03 Installation of Drive Rings and J-Hooks. AT&T may install drive rings and J-hooks on SWBT's poles for the attachment of drop wires as specified in this section.

- (a) Drive rings and J-hooks may be installed as specified in pole attachment licenses issued to AT&T.
- (b) If attachment space has already been licensed to AT&T on a given SWBT pole, AT&T may install drive rings and J-hooks within the space assigned to AT&T (e.g., six inches above and six inches below AT&T's point of attachment on the pole) without applying for or obtaining a new or amended license. No additional attachment charges shall apply with respect to drive rings and J-hooks installed in AT&T's licensed attachment space.
- (c) AT&T's first choice for placement of drive rings and J-hooks shall be the licensed attachment space assigned to AT&T as provided in subsections (a) and (b) above; provided, however, that if attachment

space already licensed to AT&T on a given SWBT pole is not adequate for AT&T's drive rings or J-hooks, AT&T may, when necessary, and without applying for or obtaining a new or amended license, install such drive rings and J-hooks above or below AT&T's licensed attachment space as described in subsection (b) above. No additional attachment charges shall apply with respect to drive rings and J-hooks installed outside AT&T's licensed attachment space as provided in this subsection.

- (d) If AT&T has not already been licensed attachment space on a given SWBT pole, AT&T may, when necessary, install drive rings and J-hooks on unassigned space on such pole without first obtaining a license for such attachment and shall, promptly following such installation, notify SWBT of the attachment. Such notification shall be made on a form to be developed by SWBT for this purpose and shall constitute an application for a license. Such application may be conditionally granted without a pre-license survey or other inquiry by SWBT, and SWBT shall not be required to process the application, log the attachment as an assignment in its outside plant records, or issue a permanent license for such attachment unless specifically requested by AT&T to do so; provided, however, that a conditionally granted license under this subsection shall be subject to revocation if it is subsequently determined that such attachment has been made in violation of subsection (e) of this section or other provisions of this Appendix.
- (e) Notwithstanding the provisions of subsections (c) and (d) above, AT&T may not install drive rings and J-hooks in space assigned to SWBT or another joint user without the approval of SWBT or such other joint user and may not install drive rings and J-hooks in unassigned space in any manner which will block or preclude the subsequent occupancy or use of such space by SWBT or other joint users. If the presence of such AT&T facilities will block or preclude the use of assigned or otherwise assignable space by SWBT or other joint users, AT&T shall, on SWBT's request, promptly relocate the facilities in order to accommodate the facilities of other users and shall bear all expenses associated with such relocation.
- (f) SWBT may not install drive rings and J-hooks in space assigned to AT&T without AT&T's approval *and shall, at AT&T's request, promptly relocate the facilities in order to accommodate AT&T's facilities and bear all expenses associated with such relocation. If SWBT drive rings or J-hooks have been installed in space subsequently assigned to AT&T, or if the presence of SWBT drive rings or J-hooks blocks or precludes the use of otherwise assignable*

space on SWBT's poles, SWBT shall, at AT&T's request, relocate such facilities, if it is feasible to do so, as make-ready work.

- (g) AT&T shall, at the request of SWBT or another joint user, at AT&T's expense, promptly relocate any drive rings and J-hooks placed on SWBT's poles other than as permitted in this section.

12.04 Short-term Use of Maintenance Ducts for Repair and Maintenance Activities. Maintenance ducts shall be available, on a nondiscriminatory basis, for short-term (not to exceed 30 days) non-emergency maintenance or repair activities by any person or entity (including SWBT, AT&T, local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that use of the maintenance duct for non-emergency maintenance and repair activities must be scheduled by SWBT. A person or entity using the maintenance duct for non-emergency maintenance or repair activities shall immediately notify SWBT of such use and must either vacate the maintenance duct within 30 days or, with SWBT's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct was an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. Cables temporarily placed in the maintenance duct on a non-emergency basis shall be subject to such accommodations as may be necessary to rectify emergencies which may occur while the maintenance duct is occupied.

12.05 AT&T Responsible for Maintenance of AT&T's Facilities. AT&T shall be solely responsible for maintaining its own facilities and (a) paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of AT&T's facilities and (b) directing the activities of all such personnel while they are physically present on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way.

12.06 Information Concerning the Maintenance of AT&T's Facilities. Promptly after the issuance of a license, AT&T shall provide SWBT with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of AT&T's facilities and shall thereafter notify SWBT of changes to such information. The manager responsible for routine maintenance of AT&T's facilities shall, on SWBT's request, identify any contractor, subcontractor, or other person performing maintenance activities on AT&T's behalf at a specified site.

ARTICLE 13: MODIFICATION OF AT&T'S FACILITIES

13.01 Notification of Planned Modifications. AT&T shall notify SWBT in writing at least 30 days before adding to, relocating, replacing or otherwise modifying its facilities attached to a SWBT pole, anchor, or strand or located in any part of SWBT's conduit system. The notice shall contain sufficient information to enable SWBT to

determine whether the proposed addition, relocation, replacement, or modification is permitted under AT&T's present license or requires a new or amended license. No notice shall be required under this section for such routine modifications to AT&T's licensed facilities as the installation or placement of drop wire drive rings or J-hooks, terminals, and other ancillary apparatus routinely used in providing service to customers, having no effect on the structural integrity of SWBT's poles, ducts, or conduits, and having no effect on the ability of SWBT or joint users to use or have access to SWBT's poles, ducts, conduits, or rights-of-way.

13.02 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:

- (a) requires that AT&T occupy additional space on SWBT's poles except on a temporary basis in the event of an emergency;
- (b) requires that AT&T occupy additional space (other than space in the maintenance duct in accordance with Sections 12.04, 13.03, and 15.02 of this Appendix) in any part of SWBT's conduit system except on a temporary basis in the event of an emergency;
- (c) results in the facilities attached being different from those described as authorized attachments in AT&T's present (e.g., different duct or size increase causing a need to recalculate storm loadings, guying, or pole class); or
- (d) requires additional holding capacity on a permanent basis.

13.03 Use of Maintenance Duct in Connection with Facility Modifications and Replacements. Non-emergency access to the maintenance duct in connection with facilities modifications and replacements shall be subject to the provisions of Section 12.04 of this Appendix.

13.04 Replacement of Facilities and Spinning/Overlashing Additional Cables. AT&T may replace existing facilities with new facilities occupying the same pole, duct, or conduit space, and may spin or overlash additional cables to its own existing facilities; provided, however, that such activities shall not be considered to be routine maintenance and shall be subject to the requirements of this article.

13.05 Streamlined Procedures for the Issuance of Amended Licenses. SWBT may streamline procedures for the issuance of amended licenses with respect to proposed additions, relocations, replacements, or modifications of AT&T's facilities when it appears to SWBT that the proposed additions, relocations, replacements, or modifications will not require make-ready work by SWBT, will not interfere with SWBT's use of its poles, conduit systems, or facilities attached or connected thereto or contained therein,

and will not interfere with the use of existing facilities attached or connected thereto or contained therein by joint users.

ARTICLE 14: REARRANGEMENT OF AT&T'S FACILITIES

14.01 Notice of Planned Modifications. The parties acknowledge that the Pole Attachment Act recites in part that "Whenever the owner of a pole, duct, conduit, or right-of-way intends to modify or alter such pole, duct, conduit, or right-of-way, the owner shall provide written notification of such action to any entity that has obtained an attachment to such conduit or right-of-way so that such entity may have a reasonable opportunity to add to or modify its existing attachment." The parties further acknowledge that the FCC, in its First Report and Order in CC Docket No. 96-98, recites that "... absent a private agreement establishing notification procedures, written notification of a modification must be provided to parties holding attachments on the facility to be modified at least 60 days prior to the commencement of the physical modification itself." This article is intended by the parties to alter the above-described notification requirements only as provided in Section 14.02(b) below.

14.02 Rearrangement of AT&T's Facilities at SWBT's Request. AT&T acknowledges that, from time to time, it may be necessary or desirable for SWBT to rearrange facilities on or within its poles or conduit systems, change out poles, add poles to a pole line, relocate or reconstruct poles, pole lines, conduit segments, or conduit runs, enlarge manholes, reinforce conduit, or otherwise modify poles, pole lines, or portions of its conduit system and that such changes may be necessitated by SWBT's own business needs or by factors outside of SWBT's control, such as the decision by a municipality to widen streets or the decision by another person or entity to seek access to SWBT's poles, ducts, conduits, or rights-of-way.

- (a) AT&T agrees that AT&T will cooperate with SWBT and joint users in making such rearrangements as may be necessary to enable such changes to be made and that costs incurred by AT&T in making such rearrangements shall, in the absence of a specific agreement to the contrary, be borne by the parties in accordance with then-applicable statutes, rules, regulations, and agency orders, including the Pole Attachment Act and the Telecommunications Act of 1996 and rules, regulations, and agency orders thereunder.
- (b) AT&T shall make all rearrangements of its facilities within 60 days after receiving written notification by SWBT of the required rearrangements, provided, however, that the 60-day period may be extended upon request by AT&T, which request will not be unreasonably refused by SWBT, if AT&T advises SWBT of the reason for the need for the extension and proposes an appropriate completion date. SWBT may request that such modification be made within a shorter period of time, in which event AT&T shall not reject

such request without due cause and justification. In determining due cause and justification, the following factors, among others, may be considered:

- (1) the circumstances under which the rearrangements are sought;
- (2) the timeliness of SWBT's request to AT&T;
- (3) the nature and number of rearrangements sought;
- (4) the impact on the ability of the parties and joint users to meet customer service needs; and
- (5) risks of service interruption to customers of the parties and joint users.

Nothing contained in this article shall preclude AT&T from advising SWBT, within 60 days from the date of the notice, of its desire to add to or modify its existing attachments.

ARTICLE 15: EMERGENCY REPAIRS AND POLE REPLACEMENTS

15.01 Applicability. The parties acknowledge that in the event of an emergency, services provided by the parties and joint users to their respective customers may be interrupted, that it may not be possible for all service providers with facilities attached to SWBT's poles to restore service to all customers at the same time, that disputes may arise between the parties concerning the manner in which emergency repairs shall be made, that it is essential that decisions be made quickly and that it is highly desirable that all service providers utilizing SWBT's poles, ducts, and conduits enter into appropriate arrangements relating to emergency repairs and service restoration. In the absence of prearranged agreements it is expected that disputes will be immediately resolved at the site among the affected parties based upon the criteria set forth in Section 15.05 of this Appendix. The parties further agree that the provisions of this article shall apply in the absence of more comprehensive agreements relating to emergency repairs.

15.02 AT&T Responsible for Emergency Repairs to Its Own Facilities; Access to Maintenance Duct. In general, AT&T shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs.

- (a) Nothing contained in this Appendix shall be construed as requiring SWBT to perform any repair or service restoration work of any kind with respect to AT&T's facilities.

- (b) Maintenance ducts shall be available, on a nondiscriminatory basis, for emergency repair activities by any person or entity (including SWBT, AT&T, local service providers, and other joint users) with facilities in the conduit section in which the maintenance duct is located; provided, however, that a person or entity using the maintenance duct for emergency repair activities shall immediately notify SWBT of such use and must either vacate the maintenance duct within 30 days or, with SWBT's consent, which consent shall not be unreasonably withheld, rearrange its facilities to ensure that at least one full-sized replacement maintenance duct (or, if the designated maintenance duct is an inner duct, a suitable replacement inner duct) is available for use by all occupants in the conduit section within 30 days after such person or entity occupies the maintenance duct. The parties agree not to exceed 30 days' use except in unusual emergencies that may require longer than 30 days to rectify.
- (c) If necessary, other unoccupied ducts may be used on a short-term basis when the maintenance duct is unavailable. Any such use shall be subject to the same rules applicable to the maintenance duct and shall be subject to the rights of any party or joint user to whom such duct has been assigned.

15.03 Designation of Emergency Repair Coordinators and Other Information.

Promptly after the issuance of a license permitting AT&T to attach facilities to SWBT's poles or place facilities within SWBT's conduit system, AT&T shall provide SWBT with the emergency contact number of AT&T's designated point of contact for coordinating the handling of emergency repairs of AT&T's facilities and shall thereafter notify SWBT of changes to such information.

15.04 Reporting of Conditions Requiring Emergency Repairs. AT&T shall notify SWBT at the earliest practicable opportunity after discovering any condition on or in any of SWBT's poles, ducts, conduits, or rights-of-way requiring emergency repairs to SWBT's facilities and SWBT shall notify AT&T at the earliest practicable opportunity after discovering any condition on or in any of SWBT's poles, ducts, conduits, or rights-of-way requiring emergency repairs to AT&T's facilities.

15.05 Order of Precedence of Work Operations; Access to Maintenance Duct and Other Unoccupied Ducts in Emergency Situations. When notice and coordination are practicable, SWBT, AT&T, and other affected parties shall coordinate repair and other work operations in emergency situations involving service disruptions. Disputes will be immediately resolved at the site by the affected parties in accordance with the following principles:

- (a) Emergency service restoration work requirements shall take precedence over other work operations.

- (b) Except as otherwise agreed upon by the parties, restoration of lines for emergency services providers (e.g., 911, fire, police, and hospital lines) shall be given the highest priority and temporary occupancy of the maintenance duct (and, if necessary, other unoccupied ducts) shall be assigned in a manner consistent with this priority. Secondary priority shall be given to restoring services to the local service providers with the greatest numbers of local lines out of service due to the emergency being rectified. The parties shall exercise good faith in assigning priorities and shall base their decisions on the best information then available to them at the site in question.
- (c) SWBT shall determine the order of precedence of work operations and assignment of duct space in the maintenance duct (and other unoccupied ducts) only if the affected parties are unable to reach prompt agreement; provided, however, that these decisions shall be made by SWBT on a nondiscriminatory basis in accordance with the principles set forth in this section.

15.06 Unilateral Corrective Action. When either party reasonably believes that, due to the condition of the other party's facilities placed on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way, there is an immediate or imminent threat to the safety or health of employees or any other person, to the physical integrity or functioning of SWBT's or AT&T's facilities, or SWBT's or AT&T's ability to meet its service obligations, SWBT or AT&T may unilaterally perform such limited corrective work as may be necessary to prevent or mitigate against the injury threatened. For example, if facilities have become detached or partially detached from a pole, or detached or partially detached from supporting racks or wall supports within a manhole, SWBT or AT&T may reattach them as provided in this section but shall not be obligated to do so.

- (a) Before performing any corrective work involving facilities of the other party, SWBT or AT&T shall first attempt to notify the other party and coordinate corrective work. After such notice has been given, SWBT and AT&T shall coordinate corrective work.
- (b) When an emergency situation exists such that advance notice and coordination are not practicable, either party may perform corrective work without first giving notice to the other party, and shall promptly notify the other party of the corrective work performed and the reason why notice was not given.

15.07 Emergency Pole Replacements. AT&T agrees to cooperate fully with SWBT when emergency pole replacements are required.